

Attorney Docket No: VIVC001/00US

PATENT

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

APPARATUS AND METHOD FOR A FAULT-TOLERANT SCALABLE SWITCH FABRIC WITH QUALITY-OF-SERVICE (QOS) SUPPORT

the specification of which:

(check one)

[x] is attached hereto;

[] was filed as United States Application Serial No. ___ on ___, and was amended on (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

(Application Number)

(Filing Date) (day, month, year)

(Application Number)

(Filing Date) (day, month, year)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: Raghavan MENON

Inventor's signature P. Raghavan Date 19/Nov/2001
Residence: Santa Clara, California
Citizen of: India
Post Office Address: 3770 Flora Vista #507, Santa Clara, California 95051

Full name of second inventor: Adam GOLDSTEIN

Inventor's signature Adam Goldstein Date 19/Nov/2001
Residence: San Francisco, California
Citizen of: United States
Post Office Address: 495 Douglass Street, Apt. #1, San Francisco, California 94114

Full name of third inventor: Mark D. GRISWOLD

Inventor's signature Mark D. Griswold Date 20/Nov/2001
Residence: Fremont, California
Citizen of: United States
Post Office Address: 3400 Stevenson Blvd., #S-22, Fremont, California 94538

Full name of fourth inventor: Mitri I. HALABI

Inventor's signature Mitri I. Halabi Date 19/Nov/2001
Residence: San Jose, California
Citizen of: United States
Post Office Address: 2039 Estate View Way, San Jose, California 95148

Full name of fifth inventor: Mohammad K. ISSA

Inventor's signature Mohammad K. Issa Date 19/Nov/2001
Residence: Los Altos, California
Citizen of: United States
Post Office Address: 644 Benvenue Avenue, Los Altos, California 94024

Full name of sixth inventor: Amir LEHAVOT

Inventor's signature Amir Lehavot Date 19/Nov/2001
Residence: San Francisco, California
Citizen of: United States
Post Office Address: 659 Mangels Avenue, San Francisco, California 94127

11/19/2001 10:56:00 AM

Full name of seventh inventor: **Shaham PARVIN**

Inventor's signature Shaham Parvin

Date 11/16/01

Residence: San Jose, California

Citizen of: United States

Post Office Address: 2777 Williams Road, San Jose, California 95128

Full name of eighth inventor: **Xiaoyang ZHENG**

Inventor's signature Xiaoyang Zheng

Date 19/Nov/2001

Residence: Fremont, California

Citizen of: United States

Post Office Address: 39847 San Moreno Court, Fremont, California 94539

11/16/01 11:16 AM

Attorney Docket No: VIVC001/00US

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Raghavan MENON et al.

Serial No.: Unassigned

Examiner: Unassigned

Confirmation No.: Unassigned

Art Unit: Unassigned

Filed: Herewith

For: APPARATUS AND METHOD FOR A FAULT-TOLERANT SCALABLE SWITCH FABRIC WITH QUALITY-OF-SERVICE (QOS) SUPPORT

Commissioner for Patents
Washington, D.C. 20231

**POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- An assignment document, a copy of which is enclosed herewith;
- An assignment previously recorded in the U.S. Patent and Trademark Office at Reel ___, Frame ___.

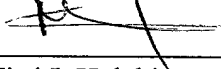
Please direct all telephone calls and correspondence to:

COOLEY GODOWARD LLP

COOLEY GODWARD LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (703) 456-8000
Fax: (703) 456-8100

CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 11/15/01 Signature: 
Name: Mitri I. Halabi
Title: Vice President, Engineering
Company: Vivace Networks, Inc.

11/15/01 11:58 AM

Attorney Docket No: VIVC001/00US

PATENT

**ASSIGNMENT
(Joint)**

Adam GOLDSTEIN, Mark D. GRISWOLD, Mitri I. HALABI, Mohammad K. ISSA, Amir LEHAVOT, Raghavan MENON, Shaham PARVIN, and Xiaoyang ZHENG, residing at 495 Douglass Street Apt. #1, San Francisco, California 94114; 3400 Stevenson Blvd. #S-22, Fremont, California 94538; 2039 Estate View Way, San Jose, California 95148; 644 Benvenue Avenue, Los Altos, California 94024; 659 Mangels Avenue, San Francisco, California 94127; 3770 Flora Vista #507, Santa Clara, California 95051; 2777 Williams Road, San Jose, California 95128; and 39847 San Moreno Court, Fremont, California 94539, respectively, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled APPARATUS AND METHOD FOR A FAULT-TOLERANT SCALABLE SWITCH FABRIC WITH QUALITY-OF-SERVICE (QOS) SUPPORT, and which is a:

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on .

WHEREAS, Vivace Networks, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2730 Orchard Parkway, San Jose, California 95134 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

20080815 10:00 AM

Date: 11/15/01

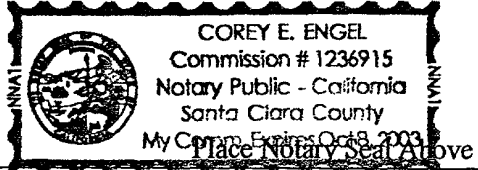
By: *Adam Goldstein*
Adam GOLDSTEIN

State of California
 County of Santa Clara ^{SS.}

On 15 November, 2001, before me, Corey E. Engel, Notary Public, personally appeared Adam Goldstein, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Corey E. Engel
 Signature of Notary Public



Date: 11/15/01

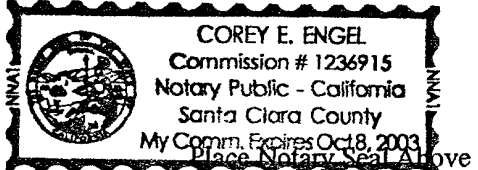
By: *Mark D. Griswold*
Mark D. GRISWOLD

State of California
 County of Santa Clara ^{SS.}

On 15 November, 2001, before me, Corey E. Engel, Notary Public, personally appeared Mark D. Griswold, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Corey E. Engel
 Signature of Notary Public



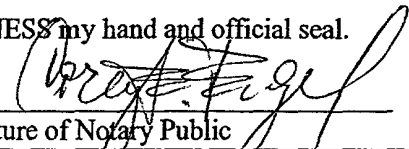
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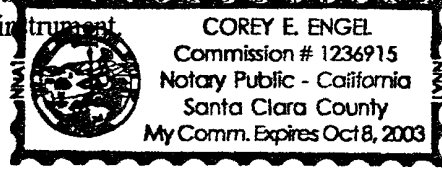
Date: 11/15/01

By: 
Mitri I. HALABI

State of California)
 County of Santa Clara)
 SS.
 On 15 November, 2001, before me, Corey Engel, Notary Public, personally appeared Mitri I. Halabi, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

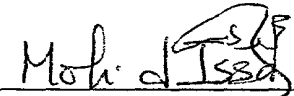
WITNESS my hand and official seal.


 Signature of Notary Public



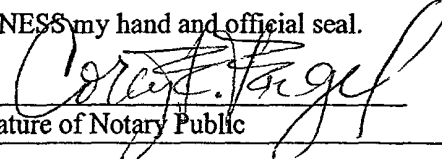
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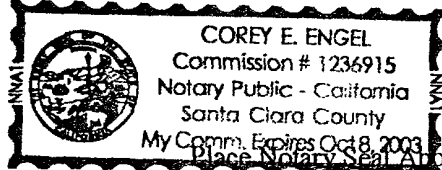
Date: 11/15/01

By: 
Mohammad K. ISSA

State of California)
 County of Santa Clara)
 SS.
 On 15 November, 2001, before me, Corey E. Engel, Notary Public, personally appeared Mohammad K. Issa, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


 Signature of Notary Public



Place Notary Seal Above

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Date: 11/15/01

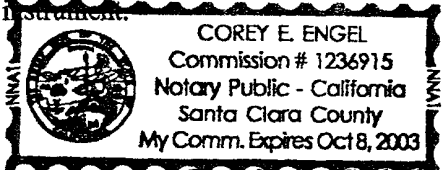
By: Amir Lehavot
Amir LEHAVOT

State of California
 County of Santa Clara SS.

On 15 November, 2001, before me, Corey E. Engel, Notary Public, personally appeared Amir Lehavot, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Corey E. Engel
 Signature of Notary Public



Date: 15/Nov/2001

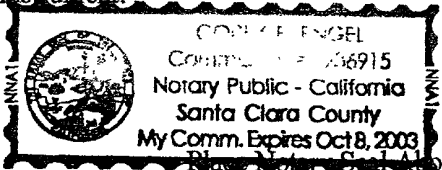
By: Raghavan Menon
Raghavan MENON

State of California
 County of Santa Clara SS.

On 15 November, 2001, before me, Corey E. Engel, Notary Public, personally appeared Raghavan Menon, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Corey E. Engel
 Signature of Notary Public



11/15/01 11:51 AM

Date: 11/15/01

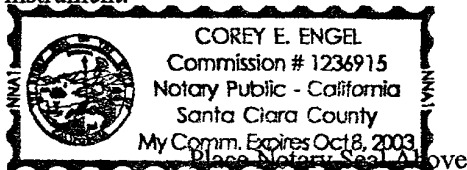
By: Shaham Parvin
Shaham PARVIN

State of California)
 County of Santa Clara)^{SS.}

On 15 November, 2001, before me, Corey E. Engel, Notary Public personally appeared Shaham Parvin, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Corey E. Engel
Signature of Notary Public



CONFIDENTIAL

Date: 11/15/2001

By: Xiaoyang Zheng
Xiaoyang ZHENG

State of California)
 County of Santa Clara)^{SS.}

On 15 November, 2001, before me, Corey E. Engel, Notary Public, personally appeared Xiaoyang Zheng, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Corey E. Engel
Signature of Notary Public

